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April 28, 1999

RECORDATION NO. 20896-E, F, G FILED

APR 29 '99

9-30AM

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies each of the following documents: Lease Supplement No. 2, Indenture Supplement No. 2 and a Bill of Sale and Partial Release.

The enclosed documents relate to the Equipment Lease Agreement (GARC 97-2) previously filed with the Board under Recordation Number 20896.

The names and addresses of the parties to the enclosed documents are:

E →

Lease Supplement No. 2

Lessor: State Street Bank and Trust Company of
Connecticut, N.A.
225 Franklin Street
Boston, Massachusetts 02101

Lessee: General American Railcar Corporation
500 West Monroe Street
Chicago, Illinois 60661

Mr. Vernon A. Williams
April 28, 1999
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F → Trust Indenture Supplement No. 2
G → Bill of Sale and Partial Release

Owner Trustee: State Street Bank and Trust Company
of Connecticut, N.A.
225 Franklin Street
Boston, Massachusetts 02101

Indenture Trustee: The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670

A description of the railroad equipment covered by the enclosed documents is:

Railcar GACX 006999 is being replaced by railcar GACX 006242

Also enclosed is a check in the amount of \$78.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

20896-E

**LEASE SUPPLEMENT NO. 2
(GARC Trust No 97-2)**

APR 29 '99

9-30AM

This Lease Supplement No.2, dated as of January 8, 1999, between State Street Bank and Trust Company of Connecticut N.A., not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and General American Railcar Corporation, a New York corporation ("Lessee");

Witnesseth:

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (GARC Trust No. 97-2) dated as of September 24, 1997 (the "Lease"). The terms used herein are used with the meanings specified in the Lease.

After the parties entered into the Lease, Lessee was notified that one Unit covered by the Lease was destroyed prior to the date of the Lease. Accordingly, a Lease Supplement shall be executed and delivered to particularly describe the replacement unit (the "Replacement Unit") to be leased to the Lessee in substitution for the destroyed Unit included in the Lease.


Now, therefore, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Unit described in Schedule 1 hereto.
2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
3. To the extent that this Lease Supplement constitutes chattel paper (as each term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee for the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.
4. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York, *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.


5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

State Street Bank and Trust Company of
Connecticut N.A., not in its
individual capacity but solely as Owner Trustee

By: 
Name: Alison Della Bella
Title: Assistant Vice President

General American Railcar Corporation

By: 
Name: Donald J. Schaffer
Title: Vice President

State of)
) SS
County of)

On this 10th day of January, 1999, before me personally appeared ALISON DELLA BELLA, to me personally known, who being by me duly sworn, say that he/she is ASSISTANT VICE PRESIDENT of State Street Bank and Trust Company of Connecticut N.A., that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beverly Ann Burack
Notary Public

[Notarial Seal]

My commission expires:

BEVERLY ANN BURACK
Notary Public
My Commission Expires April 16, 2004

State of Illinois)
) SS
County of Cook)

On this 7th day of April, 1999, before me personally appeared Donald J. Schaffer, to me personally known, who being by me duly sworn, say that he is Vice President of General American Railcar Corporation, that said instrument was signed on such date no behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia Lodge
Notary Public

[Notarial Seal]

My commission expires:



SCHEDULE 1

Car Type	DOT Class	Car Marking
C114	Hopper 110 Ton	GACX 006242

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